Exhibit A
(Rimini Steet’s May 10, 2018 Form 10-Q)

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

(Mark One)
☒**QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the Quarterly Period Ended March 31, 2018

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the Transition Period from ______________ to ______________

Commission File Number: 001-37397

Rimini Street, Inc.
(Exact Name of Registrant as Specified in its Charter)

Delaware	**36-4880301**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)
3993 Howard Hughes Parkway, Suite 500, Las Vegas, NV	**89169**
(Address of principal executive offices)	(Zip Code)
Registrant's telephone number, including area code:	**(702) 839-9671**

Not Applicable
(Former name or former address, if changed since last report)

Indicate by check mark whether the Registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the Company was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.
YES ☒ NO ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files).
YES ☒ NO ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, and an emerging growth company. See the definitions of "large accelerated filer", "accelerated filer", "smaller reporting company", and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☐ Accelerated filer ☒ Non-accelerated filer ☐

Smaller reporting company ☐ Emerging growth company ☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).
YES ☐ NO ☒

The registrant had 59,494,942 shares of its $0.0001 par value common stock outstanding as of May 7, 2018.

RIMINI STREET, INC.
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NOTE 4 — DEBT

As of March 31, 2018 and December 31, 2017, debt consists of the following (in thousands):

	2018	2017
Credit Facility, net of discount	$ 90,572	$ 80,054
Note payable to GP Sponsor, net of discount	2,267	2,059
Total	92,839	82,113
Less current maturities	(36,448)	(15,500)
Long-term debt, net of current maturities	$ 56,391	$ 66,613

Credit Facility

Overview. In June 2016, the Company entered into a multi-draw term loan Financing Agreement (the "Credit Facility") with a syndicate of lenders (the "Lenders"). The Credit Facility matures in June 2020 and provides for an aggregate commitment up to $125.0 million, which consisted of an initial term loan for $30.0 million in June 2016, a "delayed draw A Term Loan" for $65.0 million, and a "delayed draw B Term Loan" for $30.0 million. An origination fee equal to 5.0% of the $125.0 million commitment was paid in cash to the Lenders from the proceeds of the initial term loan. The Credit Facility provides for an Original Issue Discount ("OID") of 2.0% of the initial face amount of borrowings. Origination fees and OID are accounted for as debt discounts and issuance costs ("DIC"). At inception of the Credit Facility, the future proceeds from the delayed draw A and B Term Loans were structured to fund required payments to settle the judgment in the Oracle litigation and to accelerate the Company's next phase of growth and product portfolio expansion.

Borrowings under the Credit Facility are collateralized by substantially all assets of the Company, including certain cash depository accounts that are subject to control agreements with the Lenders. As of March 31, 2018 and December 31, 2017, the restricted cash balance under the control agreements totaled $31.9 million and $17.6 million, respectively. The Company is required to comply with various financial and operational covenants on a monthly or quarterly basis, including a leverage ratio, minimum liquidity, churn rate, asset coverage ratio, minimum gross margin, and certain budget compliance restrictions. As of March 31, 2018 and December 31, 2017, the Company was in compliance with covenants under the Credit Facility. Additionally, the covenants in the Credit Facility prohibit or limit the Company's ability to incur additional debt, pay cash dividends, sell assets, merge or consolidate with another company, and other customary restrictions associated with debt arrangements.

Interest and Fees. The outstanding principal balance under the Credit Facility provides for monthly interest payments at 15.0% per annum, consisting of 12.0% per annum that is payable in cash and 3.0% per annum that is payable through the issuance of additional borrowings beginning on the interest payment due date (referred to as paid-in-kind, or "PIK" interest). In addition, a make-whole applicable premium payment of approximately 15.0% per annum through June 2019 is required for certain principal prepayments as defined in the Credit Facility. The Credit Facility provides for collateral monitoring fees at the rate of 2.5% of the outstanding principal balance thereafter. Until funding occurs, the Credit Facility requires unused line fees of 5.0% per annum on the $17.5 million undrawn portion of the delayed draw B Term Loan. All unused line fees and collateral monitoring fees are payable monthly in arrears and are recorded as a component of other debt financing expenses in the period incurred. Upon the occurrence and during the continuance of any event of default, the principal (including PIK interest), and all unpaid interest bear an additional interest rate of 2.0% per annum (the "Default Interest") from the date such event of default occurs until it is cured or waived. To date, the Lenders have waived all Default Interest that would have otherwise been payable during periods when events of default existed.

Accretion and Amortization. DIC that relates to the entire Credit Facility has been allocated pro rata between the funded and unfunded portions of the Credit Facility based on the relative amounts that have been cumulatively borrowed versus the undrawn portion of the $125.0 million commitment. DIC related to funded debt is accreted to interest expense using the effective interest method based on the aggregate principal obligations to the Lenders and consulting and Trigger Event obligations to one of the lenders that serves as the origination agent (the "Origination Agent"). DIC associated with unfunded debt is amortized using the straight-line method from the date incurred through the maturity date of the Credit Facility, which is included in other debt financing expenses in the accompanying unaudited condensed consolidated statements of operations and comprehensive income (loss).

As of March 31, 2018 and December 31, 2017, accretion of DIC related to the funded portion of the Credit Facility is at an annual rate of 27.4% and 26.3%, respectively. Excluding the impact of unused line fees, collateral monitoring fees, and amortization of DIC related to the unfunded portion of the Credit Facility, the overall effective rate was 42.4% as of March 31, 2018 and 41.3% as of December 31, 2017.